

This Court agrees with the Magistrate Judge that 2S Transport, LLC f/k/a H&S Transport, Ltd. (“H&S”) did not sufficiently establish a likelihood of success on the merits, and H&S’s application for a preliminary injunction should be denied. This Court also agrees with the Magistrate Judge’s conclusion that the Redi-Mix agreement meets the four elements for a preliminary injunction, and preliminary injunctive relief should be granted to enforce the Redi-Mix noncompete agreement. Finding no plain error in the Magistrate Judge’s Report and Recommendation, this Court hereby **ADOPTS** the findings of the Magistrate Judge as those of the Court. It is

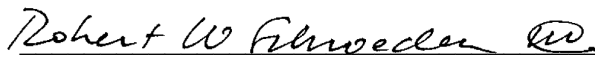
**ORDERED** that the Preliminary Injunction be **GRANTED** to enforce the Redi-Mix noncompete agreement for the stated period of two (2) years, ending on August 11, 2017. It is further

**ORDERED** that the noncompete agreement will be reformed to prevent Defendant Knox from contacting any customers that were customers of Redi-Mix's during the time of his employment or were potential customers that were contacted by him or Redi-Mix within ninety (90) days prior to or after his termination from employment with Redi-Mix about the concrete business. Any aspect of the noncompete agreement that has not been explicitly reformed above will be applied as written. It is further

**ORDERED** that the \$1,000 bond paid in the state court proceeding will apply to this preliminary injunction. It is finally

**ORDERED** that the Preliminary Injunction be **DENIED** to enforce the H&S noncompete agreement.

**So ORDERED and SIGNED this 3rd day of January, 2017.**

  
ROBERT W. SCHROEDER III  
UNITED STATES DISTRICT JUDGE